

S/N 10/624,333
Ref. No.: 659-1095

REMARKS

Applicants received a Notice of Allowance mailed April 2, 2007 stating that the Examiner had allowed claims 1-14 and 28-31. After receiving the Notice of Allowance, Applicants' undersigned attorney discovered some minor clerical errors in claims 1 and 28. In particular, Applicants submit that the clarity of claim 1 could be improved by reciting "said second crotch edge," and the clarity of claim 28 could be improved by providing a space between "wherein" and "said" in line 1 thereof.

These amendments have not introduced any new matter. Entry of these amendments is proper since they do not change the scope of any claim and do not necessitate a new search or examination. Although Applicants do not believe any fees are necessitated by these amendments, the Commissioner is hereby authorized to charge payment of any additional fees associated with this amendment, or credit any overpayment, to Deposit Account No. 23-1925.

Reasons for allowance are only warranted in instances in which "the record of the prosecution as a whole does not make clear the Examiner's reasons for allowing a claim or claims." 37 C.F.R. 1.104(e). In the present case, Applicant believes the record as a whole makes clear the reasons for allowance and therefore no statement by the Examiner is necessary or warranted. Therefore, the record should reflect that Applicant does not necessary agree with the statement in the reasons for allowance.

For example, the Examiner states that the prior art of record does not disclose "any reference, alone or in combination with other reference(s) that teaches or fairly suggests a disposable undergarment having front and rear body panels with respective first and second crotch edges wherein said crotch edges each comprise at least one longitudinally extending slit formed therein" (Notice of Allowance at 2). The quoted language does not correspond to all of the allowed claims. For example and without limitation, each of independent claims 1, 2, 3, 5, 9, 12, 13 and 29 recite "wherein at

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least one of said first and second crotch edges comprises at least one longitudinally extending slit formed therein," not that *each* of the first and second edges comprises at least one slit. Rather, claim 4 appears to be the only claim positively reciting that "said first and second crotch edges comprise a first and second longitudinally extending slit." Of course, the language of claims 1, 2, 3, 5, 9, 12, 13 and 29 is open ended by virtue of the use of "at least" and "comprises," meaning that those claims would read on first and second crotch edges each having at least one longitudinally extending slit formed therein, or only one of the first or second crotch edges having at least one longitudinally extending slit formed therein, in combination with the other recitations of the claims.

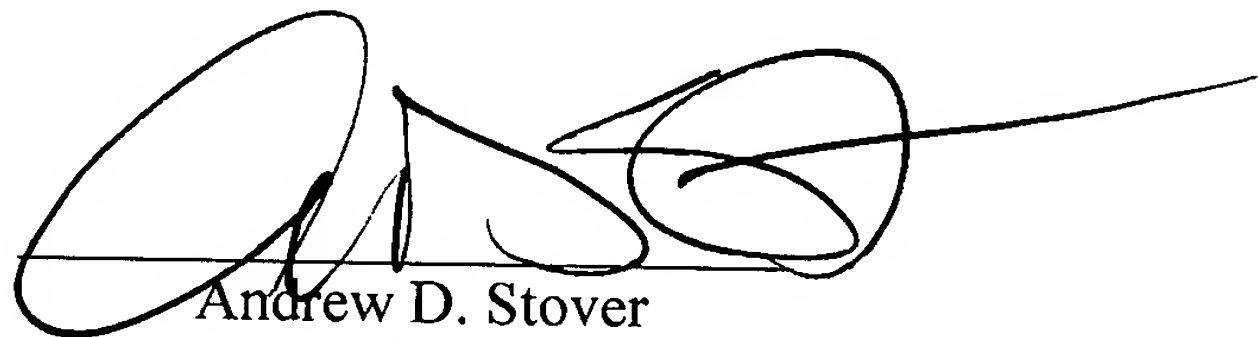
Applicant's claims should be limited only by the terms utilized therein. Thus, Applicant hereby submits these Comments in an effort to ensure that the claims are properly construed based only upon limitations that are actually present therein and/or to ensure that the claims are not interpreted so as to include any additional claim limitations that are not found in the respective claims.

If the Examiner has any questions about this amendment or comments, the Examiner is invited to contact the undersigned attorney at (312) 321-4713.

Respectfully Submitted,

Dated: June 28, 2007

By:

A handwritten signature in black ink, appearing to read 'Andrew D. Stover', written over a horizontal line.

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